

REFERENCE NUMBER: _____
BATCH NUMBER: _____

ATV CLUB TRAIL MAINTENANCE GRANT-IN-AID APPLICATION/AGREEMENT
ATV TRAIL PROGRAM

STATE OF MAINE
Department of Conservation
Bureau of Parks and Lands
ATV Program

ATV CLUB NAME _____

ADDRESS _____

COUNTY _____

By applying for this grant, the ATV Club and the person executing this application on its behalf, agree to the following terms and conditions which will govern the grant:

1. **Grant Process.** To be eligible for a grant, the Club must submit an application package for each year the Club wants to receive a grant. To be eligible for a grant during the current fiscal year, applications must be submitted to the Bureau of Parks and Lands, ATV Program, State House Station #22, Augusta, Maine 04333, and postmarked no later than August 1 of the current year. The Bureau will notify the Club in writing whether the application has been approved or denied.

2. **Amount of Grant and Eligible Expenses.** The amount of grant the Club is eligible to receive is based on allowable and actual out-of-pocket expenses incurred by the Club, **not to exceed \$2,500.00 per year.** All grant funds must be used to construct and maintain the ATV trails identified in this application, and construction must be done according to the Bureau's ATV Trail Guidelines, Chapter 15. For purposes of this grant, trail construction and maintenance includes removing rocks, stumps and debris, trail brushing, constructing or repairing bridges, and developing erosion control features such as ditches and water bars. It also includes the cost of gas, oil, and reasonable rates for heavy equipment use, backing material for signs and bridges, and reasonable labor expenses **if actually paid to a person** who is hired to work on the trails.

3. **Eligible Trails and Trail Requirements**

A. **Eligible trails.** Trails included under this grant must *not* be part of a system for which a municipality has received a State grant, or trails included in a current year's grant proposal by another ATV club. In addition, only trails established on land the Club has received the landowners' or tenants permission to use are eligible for grant funds. The Club should attempt to obtain written permission from the landowner or tenant. Sample use permits are available from the Bureau. If a landowner or tenant gives oral permission, but refuses to give written permission, the Club president must sign an affidavit stating who gave the permission, to whom it was given, the date it was given and how long the permission will be granted. ***The use permits and affidavits must be submitted with the trail map.***

B. Public Use of Trails. The trails must be open to any individual who wants to use them for ATV purposes. The trails must not be restricted to certain individuals or groups, except by classification of trail design (I, II, or III). The Club is required to notify all landowners and tenants who must give permission for trail use, that the trails are open to the general ATV public.

C. Maintenance of Trails. The trail maps accompanying the grant application will be incorporated into the grant agreement. The Club must take all reasonable efforts to ensure that the trails and related facilities are safe, in good condition, and conform with applicable local, state and federal regulations, including erosion control measures, if needed. Clubs must also provide adequate trail signs that are consistent with the Bureau's guidelines.

4. Reimbursement for Expenses.

A. Reimbursement Form and Deadline. The Bureau will reimburse the Clubs for eligible expenses, provided funds are available. To request reimbursement, the Club must submit a "Request for Reimbursement" form to the Bureau of Parks & Lands, ATV Program Station #22, Augusta, Maine 04333. **This form will be sent to the club upon approval of their Club Grant.** The request must be postmarked by January 30th. Reimbursement requests postmarked after the January 30 deadline will forfeit 10% of the approved amount, or the actual expenditures, whichever is less, for each day the request is late.

B. An explanation of the expenditures with copies of receipts must accompany the reimbursement request. In addition, the request should include information on the effectiveness and value of this program, which would help the Bureau evaluate the grant program. Expenses incurred that are not authorized for reimbursement under the terms of this grant, should be listed separately from those authorized.

C. Within a reasonable period, the Bureau will determine if the expenditures are permitted and comply with the terms of the grant agreement and all applicable laws rules and regulations. The Bureau will then issue payment for the lesser of the approved expenditures or amount requested in the application, **not to exceed the \$2,500 maximum.**

D. All supporting materials, such as original bills and invoices should be retained in the club files for three years so they can be provided to the ATV Program upon request.

5. Miscellaneous Provisions

A. Indemnity. The Club shall not assign, transfer, lease or encumber its rights or obligations in, or to the trail, without the Bureau's prior written consent. The Club shall indemnify, defend, and save the State and its employees harmless from and against any claims, losses, liabilities, costs, expenses, damages or other obligations of any nature arising from the use, occupation, maintenance, repair or development of trails or related facilities or equipment used in trail construction and maintenance funded under this grant agreement.

B. Inspection. Maine agency or other government agents may at any time inspect any facilities or equipment used in connection with this grant agreement.

C. Nondiscrimination in Employment. Title 5 M.R.S.A. § 784(2), Public Contracts, governing nondiscrimination in employment, applies to this grant and the Club agrees to comply with these provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap. Such action shall include, but not be limited tot the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap.
3. The contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he has furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
4. The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
5. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

TRAIL CLASSIFICATION: (Check applicable ones)

CLASS I _____ CLASS II _____ CLASS III _____

Class I ---Two feet for two-wheel vehicle including dirt bikes, off-road bikes, fat cats, etc.

Class II -- Five feet for three and four wheel vehicles 50 inches of less in width, dry registered weight of less than 750 pounds traveling on low pressure tires of 6 pounds or less designed to be straddled by the operator.

Class III - Eight feet for vehicles greater than 50 inches in width, greater than 750 pounds registered dry weight, traveling on Multi-wheels or tracks not limited to but including 4 X 4 trucks, dune buggies, coots and amphibious vehicles.

MILES (ONE WAY) _____

REQUESTED GRANT AMOUNT \$ _____

We, the undersigned, have reviewed the contents of this application and agree to comply with its terms. We further understand that failure to comply with its terms will void any agreement entered into between the ATV Club and the Bureau of Parks and Lands, consequently resulting in loss of payments under this grant to the Club. We agree to refund to the Bureau any amount paid by the Bureau to the ATV Club which the Bureau subsequently determines to be improper. Upon approval by the Bureau, this application shall be deemed an Agreement between the undersigned and the Department of Conservation, Bureau of Parks and Lands.

It is further understood that the Bureau reserves the right to accept or reject any or all applications, and has no obligation for expenses incurred except in accordance with the terms of this grant, if awarded. The Bureau also reserves the right to inspect at any time the trails referred to in this application and any books or records kept by the recipient Club.

CHAIRMAN OF TRAIL COMMITTEE OR
TRAILMASTER (SIGNATURE)

()
Telephone

PRESIDENT (SIGNATURE)

()
Telephone

WITNESS (SIGNATURE)

DATE _____

FOR STATE OF MAINE USE ONLY

Certification by Department of Conservation, Bureau of Parks and Lands.

We the undersigned, hereby certify that this application meets the guidelines as established by the Bureau of Parks and Lands, and otherwise meets the provisions of the Maine Statutes

We, therefore, recommend a grant not to exceed \$_____

DATED ____ / ____ / ____
SUPERVISOR/ATV PROGRAM

Pre-approved as to form by the Office of the Attorney General.